

AN ORDINANCE 2006-04-13-0463

AUTHORIZING THE EXECUTION OF A TWO-YEAR CONTRACT RENEWAL AGREEMENT THROUGH APRIL 30, 2008, IN AN ANNUAL AMOUNT NOT TO EXCEED \$93,500.00 WITH BOOTH RESEARCH GROUP, INC. TO PREPARE VALIDATED WRITTEN PROMOTIONAL EXAMINATIONS FOR VARIOUS FIRE DEPARTMENT POSITIONS.

WHEREAS, by way of Ordinance No. 97483, passed and approved on April 30, 2003, the City of San Antonio entered into a professional services contract with Booth Research Group, Inc. to prepare validated written promotional examinations for various San Antonio Fire Department positions; and

WHEREAS, the City now wishes to renew said contract for a two-year period that will terminate April 30, 2008, for an annual amount not to exceed \$93,500.00; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, is hereby authorized to execute a two-year renewal of a professional services contract, the execution of which was authorized by Ordinance No. 97483, with Booth Research Group, Inc. to prepare validated written promotional examinations for various San Antonio Fire Department positions through April 30, 2008, in an annual amount not to exceed \$93,500.00. A copy of said contract renewal is attached hereto.

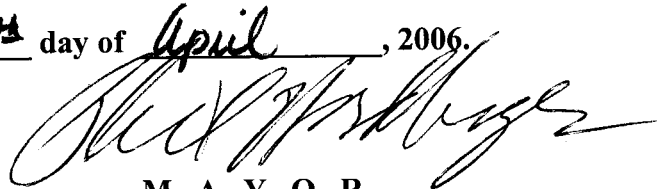
SECTION 2. Funding for this ordinance is available in Fund 11001000 (General Fund), Cost Center 8002140001 (ASSESSMENT CENTER - FIRE DEPT), General Ledger 5201040 (Fees to Professional Contractors) as part of the FY 06 budget.

SECTION 3. Payment not to exceed \$93,500.00 is authorized to Booth Research Group, Inc and should be encumbered with a purchase order. Payments for the second year of the contract are contingent upon City Council approval of annual budget appropriations.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Director of Finance of the City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific fund numbers, account numbers, cost centers, and internal order numbers as necessary to carry out the purposes of this ordinance.

SECTION 5. This ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 13th day of April, 2006.



M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

ORIGINAL

RENEWAL OF
PROFESSIONAL SERVICES CONTRACT

This renewal of the **PROFESSIONAL SERVICES CONTRACT** for the preparation of written promotional exams for the positions of Fire Apparatus Operator; Fire Lieutenant, Fire Captain, and District Fire Chief, San Antonio Fire Department, is entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as "CITY"), a Texas Municipal Corporation, acting by and through its City Manager, pursuant to Ordinance No. 97483, passed and approved on April 30, 2003, and **BOOTH RESEARCH GROUP, INC.**, having its principal place of business at 19563 E. Mainstreet, Suite 200, Parker, Colorado, 80138, (hereinafter referred to as "**CONSULTANT**"), acting by and through Walter S. Booth, Director.

I.

CITY and **CONSULTANT** having mutually agreed to renew their contractual relationship as provided for in Section IV, TERM OF AGREEMENT, of the **PROFESSIONAL SERVICES CONTRACT**, (hereinafter referred to as "**CONTRACT**"), agree that the terms, conditions, covenants, and provisions of Section V remain in effect, said amendment being in accordance with subsection 18.1, the ENTIRE AGREEMENT, of the **CONTRACT**.

II.

Section IV, TERM OF AGREEMENT of the **CONTRACT**, is hereby amended to read as follows:

SECTION IV: TERM OF AGREEMENT

Unless terminated sooner, the term of this Agreement shall be for a period beginning on the date of execution of this Renewal Agreement through April 30, 2008.

Section V, COMPENSATION of the **CONTRACT**, is hereby amended to read as follows:

- B. The CITY agrees to pay for services completed as to each item below upon receipt of an itemized bill or statement. All statements of bills for travel and lodging submitted for payment shall have copies of receipts attached.

Services for preparation of the examinations and related work are to be compensated as follows:

COST SCHEDULE	
Item	Charge
Fire Apparatus Operator Job Analysis	\$4,500
Fire Apparatus Operator Written Exam	\$7,500
Attendance at Item Appeal Hearings (not to exceed)	\$1,500
Travel and Lodging (not to exceed)	\$4,000
Fire Lieutenant Job Analysis	\$4,500
Fire Lieutenant Written Exam	\$7,500
Attendance at Item Appeal Hearings (not to exceed)	\$1,500
Travel and Lodging (not to exceed)	\$4,000
Fire Captain Job Analysis	\$4,500
Fire Captain Written Exam	\$7,500
Attendance at Item Appeal Hearings (not to exceed)	\$1,500
Travel and Lodging (not to exceed)	\$4,000
District Fire Chief Job Analysis	\$4,500
District Fire Chief Written Exam	\$7,500
Assessment Center Development & Administration	\$19,500
Attendance at Item Appeal Hearings	\$1,500
Travel and Lodging	\$8,000

CITY shall pay **CONSULTANT** no more than a total annual amount of \$20,000 as travel and lodging reimbursement for on-site work including job analyses, attendance to provide expert testimony at any administrative hearings of appeals of examination questions, and administration and scoring of assessment centers. Fees for expert testimony shall be paid at the rate below for time spent in attendance at hearings. CITY, after review of the itemized bill and receipts, shall reimburse only those amounts deemed by CITY as reasonable and necessary for travel and lodging while performing work under this contract.

Fees and expenses are to be paid/reimbursed as follows:

Appeal of Written Exam Questions	\$175 per hour, not to exceed \$1,500 per individual exam.
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Travel and Lodging	At cost, but not to exceed a total of \$20,000 during each contract year, or the annual amount allocated to each
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exam in the above Cost
Schedule.

CONSULTANT further agrees to provide expert testimony, if needed, at any court hearing in any lawsuit filed regarding the examination questions prepared under this **CONTRACT**. Fees for such testimony shall be paid as follows:

Court Preparation and Expert Testimony

\$250 per hour if necessary and
subject to City authorization
of expenditure

IV.

All other terms, conditions, covenants, and provisions of the **CONTRACT** approved by Ordinance No. 97483, passed and approved on April 30, 2003, remain in effect save and except for Sections IV and V, which the undersigned parties agree are hereby amended.

V.

All said terms, conditions, covenants and provisions herein or as previously agreed to shall comply with all federal, state and local laws and regulations.

EXECUTED this _____ day of _____, 2006.

CITY OF SAN ANTONIO

BOOTH RESEARCH GROUP, INC.

Frances A. Gonzalez
Assistant City Manager

Walter S. Booth
Walter S. Booth, Ph.D.
Director

Approved as to form:

Robert E. Reyna
Robert E. Reyna
Assistant City Attorney